

## AGREEMENT

THIS AGREEMENT entered into this 16<sup>th</sup> day of November, 2009 by and between THE BOARD OF TRUSTEES OF MIDDLESEX COUNTY COLLEGE, a corporation of the State of New Jersey organized pursuant to N.J.S.A. 18A-64A-1, et seq., having its principal office in the Township of Edison, County of Middlesex and State of New Jersey (hereinafter referred to as "Board") and DR. JOANN LA PERLA-MORALES, residing at 105 Hof Road, Edison, New Jersey 08837 in the Township of Edison, County of Middlesex and State of New Jersey (hereinafter referred to as "President").

## WITNESSETH

1. The Board agrees to employ and does hereby engage in its employ JOANN LA PERLA-MORALES as President of Middlesex County College for a term of five years, said term commencing July 1, 2010 and extending to June 30, 2015.

2. President agrees to accept said employment and agrees to faithfully do, perform and carry out the policies adopted by the Board and act as the chief administrative officer of the College. A description of such responsibilities are outlined on Exhibit "A" attached hereto.

3. In consideration of the above-noted services of the President, the Board agrees to pay or provide to the President the following consideration:

A. The annual sum of One Hundred Eighty Seven Thousand Two Hundred Dollars (\$187,200.00) for the period from July 1, 2010 through June 30, 2011. The Board and the President will agree to a monetary compensation for the last four years of the contract beginning on July 1, 2011. The Board shall conduct a performance evaluation with the President prior to the beginning of each of the remaining years of the term of this contract.

B. All fringe benefits applicable to administrators of Middlesex County College as said benefits are listed in the current Full Time Management Personnel Policy Handbook. As the Board in the future modifies the fringe benefits contained in such policy, such modification shall be applicable to the President.

C. A mileage allowance of \$600 per month will be paid to the President for the duration of the contract.

D. For the five (5) year term of this contract, the following percentage contribution of base salary shall be contributed to the Alternate Benefit Pension Program (TIAA/CREF) on behalf of the President:

July 1, 2010 – June 30, 2011	15% of base salary
July 1, 2011 – June 30, 2012	17% of base salary
July 1, 2012 – June 30, 2013	19% of base salary
July 1, 2013 – June 30, 2014	20% of base salary
July 1, 2014 – June 30, 2015	20% of base salary

E. The President is required by the Board to reside at 105 Hof Road, Edison, NJ 08837 without cost to the President, in order for President to be available to perform her function as President in an efficient and expeditious manner.

F. This Agreement may be terminated:

- (a) by mutual agreement of the parties;
- (b) by the President's retirement, upon advance written notice of at least one hundred and twenty (120) days to the Board;
- (c) by the President's resignation, upon advance written notice of at least one hundred and twenty (120) days to the Board;
- (d) upon the President becoming mentally and/or physically incapacitated to a degree which, in the reasonable judgment of the Board, substantially impairs her ability to perform the duties of President;
- (e) upon conviction of a crime of moral turpitude or dishonesty or fraud under the laws of the State of New Jersey or of any other State or of the United States;
- (f) if the President shall have failed or refused to comply with the terms of this Agreement or with directions from the Board which are not inconsistent with the President's rights under the provisions of this Agreement.

All obligations of the Board shall cease upon termination of this Agreement except as provided in the following paragraph:

If the Board shall terminate this Agreement under subparagraph (f) above, the President will leave the College within a reasonable period of time, but will continue to receive her current salary and benefits at the time of

separation ("applicable compensation") in accordance with the following schedule:

(A) If termination occurs during the first or second year of employment, the President will continue to receive her applicable compensation through June 30, 2012;

(B) If termination occurs during the third, fourth, or fifth year of employment, the President will continue to receive her applicable compensation for a period of six (6) months after the actual date of termination.

WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals or caused these presents to be signed by their proper corporate officers and their proper corporate seal to be affixed hereto the day and year first above written.

Attest:

Sally Davis

BOARD OF TRUSTEES OF  
MIDDLESEX COUNTY COLLEGE

By:

Dorothy Power  
Chairperson

Attest:

Sally Davis

By:

Joann La Perla-Morales  
President

**EXHIBIT "A"**

**POSITION DESCRIPTION**

**TITLE:** PRESIDENT

**DEPARTMENT/DIVISION:** OFFICE OF THE PRESIDENT

**REPORTS TO:** BOARD OF TRUSTEES

**GENERAL DESCRIPTION:** Manages, directs and controls the educational programs and all operations and activities of the college in an efficient manner in accordance with the College's mission and organizational objectives.

**PRINCIPAL RESPONSIBILITIES:**

1. Manages, directs and controls the educational programs and all operations of the College.
2. Provides leadership in programs to improve student success.
3. Provides leadership in technological advancements.
4. Manages resource development, financial management and planning, enrollment management, facilities management and development and public relations.
5. Provides leadership in innovative education and management practices.
6. Forges partnerships with various constituencies including business, labor, community groups and local school boards.
7. Demonstrates sensitivity to diversity issues and leads an institution in which differences are valued.
8. Represents the College's needs at all levels of government.
9. Provides leadership in effective labor relations.
10. Provides a strong decision-making style.
11. Serves as Chairman of Retail Services Board.
12. Supervises Executive Council staff and provides their motivation development and performance appraisal.
13. To perform other duties as assigned by the Board of Trustees.